

EXHIBIT A

Chaitman LLP
465 Park Avenue
New York, New York 10022

October 12, 2015

Wilmington Trust Company
1100 North Market Street
Wilmington, DE 19890
Attn: Dorri Costello

Re: National Collegiate Student Loan Trusts listed on Annex A (each a "Trust" and collectively, the "Trusts")

To Whom It May Concern:

Wilmington Trust Company ("WTC") serves as Trustee for and on behalf of the owners of the Trusts (the "Owners") listed on Annex A. At the request of the Owners, WTC confirms its retention of Chaitman LLP ("Chaitman") to represent the Trusts.

A. Scope of Work.

1. Chaitman will act as Special Counsel for the Trusts managing litigation or other adversarial proceedings arising from or relating to one or more Trusts by (i) providing legal services in connection with such matters, and/or (ii) on behalf of the Trusts, selecting, engaging and managing other law firms to provide such Services, at the discretion of Chaitman;
2. As requested or directed by WTC or the Owners, Chaitman provide legal services in connection with any litigation, regulatory proceeding, inquiry or investigation arising from or relating to one or more Trusts;
3. In the event that WTC is named in its individual capacity in any borrower lawsuit, Chaitman will take steps to have WTC, in its individual capacity removed as a party to the relevant lawsuit; and
4. Communicate with WTC and the Owners and interact as needed in Special Counsel's discretion with the Administrator, Indenture Trustee, various servicers and other service providers to the Trusts.

The engagement of Chaitman hereunder does not prohibit you from retaining separate counsel to represent you in connection with any matters that fall within the foregoing Scope of Work.

Professional Fees. We agree that the Trusts shall solely be responsible for the payment of the legal fees and expenses of Chaitman for legal work performed in connection with this engagement. We further agree that WTC is not responsible to pay the legal fees and expenses of Chaitman incurred in connection with this

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engagement. You acknowledge that Chaitman shall have no obligation to provide legal services hereunder in the event that there are insufficient funds to pay Chaitman.

Our fees are based on the value of our services determined in accordance with the New York State Code of Professional Responsibility and our hourly billing rates set from time to time for each attorney and paralegal. My current rate is \$775. The billing rates for other attorneys range from \$300 to \$750, and for paralegals from \$165 to \$300. We usually adjust our hourly rates annually.

B. Costs and Expenses. We charge separately for necessary and reasonable costs and expenses. There are no mark-ups on our out-of-pocket expenses.

C. Billing. We generally submit bills for services rendered and expenses incurred on a monthly basis. All bills will include a summary statement of the services rendered during the relevant period and the amount of reimbursable expenses. Payment shall be due upon receipt of such bill and in any event, will be made within 30 days of receipt of any such bill.

D. Mandate. In performing services for you, we will conduct ourselves in accordance with the New York State Code of Professional Responsibility. You may discharge us at any time, but if you elect to discharge us, the Trusts will remain obligated to pay promptly all invoices for services rendered and disbursements incurred prior to our discharge.

E. Billing Disputes. If you at any time have a question about our invoices that we cannot resolve amicably, and the amount in dispute is between \$1,000 and \$50,000, you have the right to have the matter resolved through mandatory arbitration under the New York State Fee Dispute Resolution Program. However, this Program is not available for claims involving substantial legal questions (including alleged malpractice or misconduct), or where you seek relief other than adjustment of the fee, or where no attorney's services have been rendered by us to you for more than two years. If you desire, we can provide you with further information concerning your right to arbitrate.

F. Based on information known to date, Chaitman does not know of any conflict in representing the Trusts and/or WTC as Trustee as set forth herein. We agree to notify you in the event we become aware of such conflict between one or more parties hereto.

The Trusts, WTC, and Chaitman shall have the right to terminate this engagement at any time by reasonable written notice. If we disengage, we and you each understand that you will take whatever steps are necessary to evidence that we are free from any obligation to perform further.

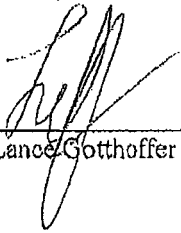
If the above terms are acceptable to you, please acknowledge that you have reviewed them, understand them, and wish to retain Chaitman on the basis set forth herein by signing and delivering to me the enclosed copy of this letter. We are pleased to provide legal services to you and look forward to working with you.

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This letter is executed and delivered by WTC, not individually or personally but solely as Owner Trustee of the Trusts. Nothing herein contained shall be construed as creating any liability on WTC, individually or personally, for the payment of any indebtedness or expenses of the Trusts. In executing this letter and taking the actions contemplated hereunder, WTC is taking actions that are covered by the fee and indemnification provisions set forth in the various governing documents of the Trusts.

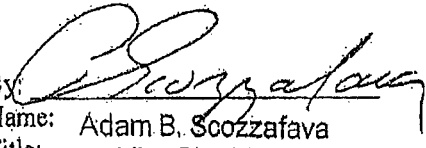
Very truly yours,

CHAITMAN, LLP

By: 
Name: Lance Gotthoffer
Title:

AGREED TO:

WILMINGTON TRUST COMPANY,
not in its individual capacity but solely in its
capacity as Owner Trustee for and on behalf of the
Trusts listed on Annex A

By: 
Name: Adam B. Scozzafava
Title: Vice President

Dated as of: ^{November, 12} ~~October~~, 2015 

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ANNEX A

The National Collegiate Master Student Loan Trust I
The National Collegiate Student Loan Trust 2003-1
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The National Collegiate Student Loan Trust 2005-2
The National Collegiate Student Loan Trust 2005-3
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